

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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INTRALINKS, INC., :  
 :  
Plaintiff, : Case No.: 07 CIV 8697 (RJS)  
-against- :  
 : INITIAL DISCLOSURES OF  
EXADEL, INC., : PLAINTIFF INTRALINKS, INC.  
 :  
Defendant.

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Pursuant to Fed. R. Civ. P. Rule 26(a)(1), plaintiff IntraLinks, Inc. ("IntraLinks"), hereby provides the following initial disclosures to defendant Exadel, Inc. ("Exadel"). These disclosures are based on information reasonably available to IntraLinks at this time. IntraLinks reserves its right to amend and/or supplement these disclosures, pursuant to Fed. R. Civ. P. 26(e), based upon its continuing investigation and discovery. IntraLinks' initial disclosures are made without intending to waive, and/or without waiving, its right to object to any discovery or discovery request, or other proceeding related to the subject matter of these disclosures, based on competency, privilege, relevancy, materiality, hearsay and/or any other proper ground for objection.

A. Persons Having Relevant Knowledge  
(Fed. R. Civ. P. Rule 26(a)(1)(A))

Based upon information currently available to IntraLinks, the following individuals may have knowledge of discoverable information that IntraLinks may use to support its claim and defenses:

<u>Name</u>	<u>Contact Information</u>	<u>Subject Matter</u>
Brad D. Walker	IntraLinks May be contacted through counsel for IntraLinks	Knowledge of the parties' agreements; the nature, scope and timing of the Project; Project and development delays and defects; Project termination.
Paul Fitton	IntraLinks May be contacted through counsel for IntraLinks	Knowledge of the parties' agreements; the nature, scope and timing of the Project; Project and development delays and defects; Project termination.
Thomas Fredell	IntraLinks May be contacted through counsel for IntraLinks	Knowledge of the parties' agreements; the nature, scope and timing of the Project; Project and development delays and defects; Project termination.
Mahesh Pai	IntraLinks May be contacted through counsel for IntraLinks	Knowledge of the nature, scope and timing of the Project; Project and development delays and defects.
Vivck Sawhney	IntraLinks May be contacted through counsel for IntraLinks	Knowledge of the nature, scope and timing of the Project; Project and development delays and defects.
Peter Cassin	IntraLinks May be contacted through counsel for IntraLinks	Knowledge of the nature, scope and timing of the Project; Project and development delays and defects.
Laxman Chandwani	IntraLinks May be contacted through counsel for IntraLinks	Knowledge of the nature, scope and timing of the Project; Project and development delays and defects.
Adam Brod	IntraLinks May be contacted through counsel for IntraLinks	Knowledge of Project and development defects and delays; remediation efforts.

<u>Name</u>	<u>Contact Information</u>	<u>Subject Matter</u>
William Huang	IntraLinks May be contacted through counsel for IntraLinks	Knowledge of Project and development defects and delays; remediation efforts.
James Farley	IntraLinks May be contacted through counsel for IntraLinks	Knowledge of Project and development defects and delays; remediation efforts.
Sue Bui	IntraLinks May be contacted through counsel for IntraLinks	Knowledge of Project and development defects and delays; remediation efforts.
Scott Garrity	IntraLinks May be contacted through counsel for IntraLinks	Knowledge of Project and development defects and delays; remediation efforts.
Madhari Pastamatala	IntraLinks May be contacted through counsel for IntraLinks	Knowledge of Project and development defects and delays; remediation efforts.
Satish Mummadi	Winter Wyman Technology Attn: Bhava Ramanlal (781) 530-3170	Knowledge of Project and development defects and delays; remediation efforts.
Todd Smart	Universal Software Attn: Chris Harris (603) 689-2643	Knowledge of Project and development defects and delays; remediation efforts.
Nabin Karanjit	Universal Software Attn: Chris Harris (603) 689-2643	Knowledge of Project and development defects and delays; remediation efforts.
Ayanshu Monpara	InterNext Corporation Attn: Brujesh Kunwar (501) 542-0201	Knowledge of Project and development defects and delays; remediation efforts.
Daniel Elkund	IntraLinks May be contacted through counsel for IntraLinks	Knowledge of Project and development defects and delays; remediation efforts.

<u>Name</u>	<u>Contact Information</u>	<u>Subject Matter</u>
Naveen Somer	IntraLinks May be contacted through counsel for IntraLinks	Knowledge of Project and development defects and delays; remediation efforts.
Ganesh Nayak	MindTree Consulting Ltd. (908) 604-8080	Knowledge of Project and development defects and delays; remediation efforts.
Bing Zou	IntraLinks May be contacted through counsel for IntraLinks	Knowledge of Project and development defects and delays; remediation efforts.
Peter Paugh	To follow	Knowledge of Project and development defects and delays; remediation efforts.
Olga Tabachnik	Exadel 1850 Gateway Boulevard, Suite 1080 Concord, California	Knowledge of the parties' agreements; the nature, scope and timing of the Project; Project and development delays and defects; billing; Project termination.
Igor Shablov	Exadel 1850 Gateway Boulevard, Suite 1080 Concord, California	Knowledge of the parties' agreements; the nature, scope and timing of the Project; Project and development delays and defects; billing; Project termination.
Fima Katz	Exadel 1850 Gateway Boulevard Suite 1080 Concord, California	Knowledge of the parties' agreements; the nature, scope and timing of the Project; Project and development delays and defects; billing; Project termination.
Andrey Viazankin	Exadel 1850 Gateway Boulevard Suite 1080 Concord, California	Knowledge of the parties' agreements; the nature, scope and timing of the Project; Project and development delays and defects; billing; Project termination.

<u>Name</u>	<u>Contact Information</u>	<u>Subject Matter</u>
Yvonne Siebert	Exadel 1850 Gateway Boulevard Suite 1080 Concord, California	Knowledge of the parties' agreements; the nature, scope and timing of the Project; Project and development delays and defects; billings; Project termination.
Fred Pazos	Exadel 1850 Gateway Boulevard Suite 1080 Concord, California	Knowledge of the nature and scope of Project; Project timing; Project defects; staffing of Project.
Lynne Walter	Exadel 1850 Gateway Boulevard Suite 1080 Concord, California	Knowledge of the parties' agreements; the nature, scope and timing of the Project; billings; Project termination.
Sergey Kurenkov	Exadel 1850 Gateway Boulevard Suite 1080 Concord, California	Knowledge of the parties' agreements; the nature, scope and timing of the Project; billings; Project termination.
Konstantin Mishin	Exadel 1850 Gateway Boulevard Suite 1080 Concord, California	Knowledge of the nature, scope and timing of the Project; Project and development delays and defects; documentation; staffing.
Slava Troyanov	Exadel 1850 Gateway Boulevard Suite 1080 Concord, California	Knowledge of the nature, scope and timing of the Project; Project and development delays and defects; documentation; staffing.
Andrew Komolov	Exadel 1850 Gateway Boulevard Suite 1080 Concord, California	Knowledge of the nature, scope and timing of the Project; Project and development delays and defects; documentation; staffing.
Maxim Kashinsky	Exadel 1850 Gateway Boulevard Suite 1080 Concord, California	Knowledge of the nature, scope and timing of the Project; Project and development delays and defects; documentation; staffing.

<u>Name</u>	<u>Contact Information</u>	<u>Subject Matter</u>
Anton Belevish	Exadel 1850 Gateway Boulevard Suite 1080 Concord, California	Knowledge of the nature, scope and timing of the Project; Project and development delays and defects; documentation; staffing.
Michael Dryakhlenkov	Exadel 1850 Gateway Boulevard Suite 1080 Concord, California	Knowledge of the nature, scope and timing of the Project; Project and development delays and defects; documentation; staffing.
Nik Belyaevsky	Exadel 1850 Gateway Boulevard Suite 1080 Concord, California	Knowledge of the nature, scope and timing of the Project; Project and development delays and defects; documentation; staffing.

IntraLinks expressly reserves the right to supplement their disclosures and to add areas of knowledge of persons listed above, as well as additional persons, as further investigations and discovery continue.

B. Documents, Data Compilations, and Tangible Things  
(Fed. R. Civ. P. Rule 26 (a)(1)(B))

IntraLinks identifies the following categories of documents within its possession, custody, and/or control that they may use to support their claims and/or defenses. This disclosure provided herein is based upon information reasonably available at this time. By disclosing the following categories of documents, IntraLinks does not waive, or intend to waive, any objection that they have or may have to producing these documents including, but not limited to, objections based upon the attorney–client privilege and attorney work product doctrine.

1. Written Agreements between the parties including Statements of Work and related documents setting forth the parties' respective rights, duties and obligations with respect to the Project as well as the nature, scope and timing of the Project.
2. Data compilation of various "builds" and/or "deliverables" and other Project components received from Exadel, as well as IntraLink's internal standards and codes for computing, and data reflecting internal testing and test results for the various "builds" delivered.
3. Correspondence between IntraLinks and Exadel.
4. IntraLink's internal correspondence/communications regarding the Project and Project delays and defects, including meeting notes, and Project files.
5. Correspondence between IntraLink's counsel and counsel for Exadel.
6. Documents, data and correspondence between IntraLinks and [new vendor].
7. Data relating to "work around" of Project defects and recreating/rebuilding the features of the initial Project;
8. Software and related data and/or documents reflecting alternative software program.

IntraLinks' review and evaluation of documents in their possession, custody or control is continuing, and it reserves the right to supplement this list pursuant to Rule 26(e)(1) of the Federal Rules of Civil Procedure.

C. Computation of Any Category of Damages  
(Fed. R. Civ. P. Rule 26(a)(1)(C))

Pursuant to Fed. R. Civ. P. (a)(1)(C), IntraLinks seeks the following categories of damages, reserving its right to seek additional damages, including, without limitation, the right to

seek an award of attorneys' fees and costs after it prevails in this action, the calculation of which is premature at this time:

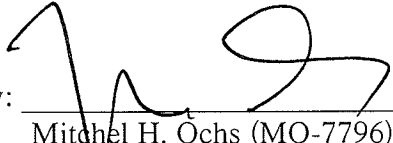
1. The return of the \$250,000.00 paid to Exadel;
2. Compensatory damages resulting from Exadel's breach, including without limitation, fees, costs and expenses, incurred and/or paid by IntraLinks to third-party vendors, and internal and third-party resources used, to mitigate its damages in an amount estimated to be in excess of \$300,000.00, and to be more precisely fixed at trial;
3. Compensatory damages reflecting lost business and business opportunities as a result of Exadel's breach in an amount to be more precisely fixed at trial;
4. Costs and fees, including reasonable attorneys' fees, incurred in connection with the prosecution of this action.

D. Indemnity and Insurance Agreements  
(Fed. R. Civ. P. Rule 26 (a)(1)(D))

Pursuant to Fed. R. Civ. P. Rule 26(a)(1)(D), IntraLinks will produce responsive insurance agreements after the entry of an appropriate confidentiality stipulation and protective order.

Dated: New York, New York  
March 14, 2008

ANDERSON & OCHS, LLP

By:   
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Mitchel H. Ochs (MO-7796)  
61 Broadway, Suite 2900  
New York, New York 10006  
(212) 344-3600

*Attorneys for plaintiff and counterclaim defendant  
IntraLinks, Inc.*



CERTIFICATE OF SERVICE

The undersigned, a member of the Bar of this Court, certifies that a copy of the annexed Rule 26(a)(1) disclosure by plaintiff, counterclaim defendant, IntraLinks, Inc., was served on counsel for defendant, counterclaim plaintiff Exadel, Inc., at the address set forth below, by electronic mail through the Court's electronic filing system, on this 14<sup>th</sup> day of March, 2008:

Kane Kessler, P.C.  
Jeffrey H. Daichman  
Gillian Overland  
1350 Avenue of the Americas  
New York, New York 10019  
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Attorneys for Exadel, Inc.



Mitchel H. Ochs